

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

NOT FOR PUBLICATION

In re:)

Chapter 11

EMPIRE EQUITIES CAPITAL CORP.,)

Case No. 09-12751 (ALG)

Debtor.)
_____)

ORDER DENYING DEBTOR'S MOTION FOR RECONSIDERATION

The above-captioned Debtor has moved for reconsideration of the Decision and Order dated May 6, 2010 (the "Decision"). It argues that the Decision failed to consider one of its arguments, that CIG International LLC ("CIG") breached a representation in the Assignment Agreement as to CIG's "full power and authority" to enter into and perform under the Agreement, and that the Agreement is accordingly unenforceable.

Contrary to the Debtor's assertion, the Decision disposed of all of the Debtor's arguments, including that the contract was breached. In the Decision, the Court expressly stated that "the Debtor's challenge to the Assignment Agreement and to the forfeiture of the Deposit is without merit as a matter of law." Decision at 4. It held that pursuant to New York Limited Liability Company Act §802(b)(i), suspension of a foreign limited liability company's ability to carry on, conduct or transact business in New York "does not limit or impair, *inter alia*, the validity of any contract or *act* of the entity." Decision at 6 (emphasis added). The Decision therefore necessarily found that CIG had authority to enter into the Assignment Agreement and thereby disposed of the Debtor's alternative contractual breach or misrepresentation contentions.

The Debtor fails to point to matters that might reasonably be expected to alter the conclusion reached in the Decision or to raise an issue not previously considered.

Accordingly, it is hereby:

ORDERED, that the Debtor's motion for reconsideration is DENIED.

Dated: New York, New York
June 4, 2010

/s/ Allan L. Gropper
UNITED STATES BANKRUPTCY JUDGE